

## **EXHIBIT D**

## OPTION RENT ADDENDUM

### FAIR MARKET VALUE

**THIS ADDENDUM** is attached to and forms a part of the Ground Lease ("Lease") dated March 18 1998, between Anthony M. Musto ("Landlord") and McDonald's Corporation ("Tenant"). Notwithstanding anything in the Lease to the contrary, the Landlord and Tenant agree as follows:

The annual rental that shall be payable during the first extension period described in Article 13 of the Lease shall be equivalent to the greater of:

A. Eighty percent (80%) of the Fair Market Rental Value of the Demised Premises at the end of the primary term, exclusive of any and all improvements then existing on the Demised Premises (called the "FMV"), as determined by written agreement of Landlord and Tenant; or

B. During the first five-year option, Tenant shall pay monthly rent of \$16,032.58.

The annual rental that shall be payable during each subsequent extension period after the first extension period shall be increased by an additional fifteen percent (15%) over the previous period. Landlord shall notify Tenant of Landlord's estimate of the FMV no later than one hundred eighty (180) days prior to the end of the primary term.

Should Landlord and Tenant fail to reach an agreement in writing as to the FMV within ten (10) days from Tenant's receipt of Landlord's estimate of the FMV, the FMV shall be estimated by two qualified MAI or SREA real estate appraisers with five years experience in appraising commercial property in the county in which the Demised Premises is located, one to be appointed and compensated by Tenant and the other to be appointed and compensated by Landlord. Landlord and Tenant shall appoint their appraisers within 15 days after the date either party notifies the other that it is unable to reach an agreement as to the Fair Market Value. Each appraiser's estimate is to be made by a letter opinion of value.

If, within 20 days from their appointment, the two appraisers can agree to the FMV not differing by more than 15%, then an average of the two appraisals shall be used for the Fair Market Rental Value of the Demised Premises. If the two appraisals differ by more than 15%, then the two appraisers shall appoint a third appraiser chosen from a list of three appraisers designated by the National Headquarters of the American Institute of Real Estate Appraisers or, if it is no longer in existence, a similar or successor organization.. The three appraisers so appointed shall then, within 20 days of the date the third appraiser is appointed, estimate, by means of a letter opinion of value, the FMV. The decisions of the appraisers, or a majority of them, shall be binding upon the parties. If the appraisers, or a majority of them, cannot agree on the FMV, it shall be determined by adding all three estimates and dividing the total of all three estimates by the number three.

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If one of the parties fails to chose an appraiser within the specified time period or fails to cooperate in any way so that the process described above cannot be completed prior to 120 days of the expiration of the primary term of this Lease, the FMV of the one appraiser chosen by the cooperating party shall be used to determine the rent during the extension periods. The appraisers shall not be given the estimates of the parties until they have issued their letter opinions of value. The fee of the third appraiser shall be shared equally by Landlord and Tenant.

The rental value shall be established based upon a definition of Fair Market Rental Value as the price which an average well-informed tenant would pay and an average well-informed landlord would accept, exclusive of Tenant's improvements, knowing all of the uses to which the property can be put, without duress on either party.

The standard market data approach technique for valuing vacant land shall be used by the appraisers. All comparable leases shall be appropriately adjusted, and the written reports shall indicate the reasons for the adjustment so made. If adequate comparable leases are not available, then a land residual technique, as defined by the American Institute of Real Estate Appraisers, shall be used. The real estate income component used in the residual technique shall be economic rental for hypothetical improvements, but in no event shall any business income be considered in the analysis.

Landlord and Tenant agrees to execute and deliver to each other a supplement to this Lease confirming the rent as determined by the method described in this Addendum.

  
Landlord's Initials

 MAR 18 1998  
Tenant's Initials

**EXHIBIT G**